



Following are the IHS data terms and conditions for licensing the Products and by accessing the Products Client accepts and agrees to be bound by these terms.

1. DEFINITIONS.

1.1 "Agreement" means these Data Terms and Conditions, the incorporated Exhibit, and the applicable Order Forms.

1.2 "Client Information" means any confidential or proprietary information or data provided by Client to IHS to enable IHS to perform its obligations under the Agreement.

1.3 "Confidential Information" means: (a) IHS Property; (b) Client Information; (c) the terms of the Agreement; and (d) any information that by its nature, Recipient knows or should know is confidential or proprietary, including Discloser business or technical information.

1.4 "Documentation" means the material, user guides, and manuals provided by IHS to Client for use with a Product.

1.5 "Exhibit" means the Exhibit which contains the terms or conditions specific to the Products.

1.6 "Expenses" means the reasonable and documented expenses incurred by IHS to provide Products to Client.

1.7 "Fees" means the money owed to IHS for Products or provided in the Order Form or. Fees are exclusive of Expenses and Taxes, which will be charged separately to the Client.

1.8 "IHS Property" means: (a) the business process, management and analytics technologies of IHS, including without limitation; any algorithms, analyses, data, databases, Documentation, formats, forecasts, formulas, inventions, know-how, methodologies, processes, tools, trade secrets, and Products, and (b) any and all derivative works, enhancements, or other modifications to any of the above.

1.9 "Order Form" means the document executed by both Parties describing the Product(s) being licensed, the license term, Fees, Expenses, and any special terms or conditions.

1.10 "Product(s)" means all information or software provided by IHS and/or its third party providers to Client under an Order Form. Products may include any web tools, search engines, or software provided by IHS that can be used by Client when accessing Products which Client agrees to use only for purpose of accessing the Products and subject to the restrictions as set forth herein. IHS reserves the right to replace or make any change to the Product(s) by providing at least 45 days prior written notice to the Client.

1.11 "Taxes" means value-added, sales, use, import, or any taxes other than taxes assessed upon the income of IHS. Client must submit applicable documentation to receive tax exempt status.

2. FEES, PAYMENT, DELIVERY AND TAXES.

2.1 IHS will invoice Client for all Fees and Expenses due under any Order Form. Client will pay IHS the Fees and Expenses in advance, within 30 days from date of invoice issued by IHS and in the currency specified in the Order Form. Fees for Products are nonrefundable. IHS may: (a) accrue interest at the lesser of 1% per month or the highest rate permitted in law, and/or (b) discontinue the provision of Products if payment is not received when due. Client has no right of set-off.

2.2 Unless otherwise agreed in the Order Form, IHS reserves the right to modify the Fees after the initial 12 month subscription period by providing at least 45 days prior written notice to the Client; provided such change will occur no more than once in any 12 month period.

2.3 Unless Client is in material breach of the Agreement or has executed an Order Form for a one-time delivery, the Products licensed on a term basis under the Order Form will automatically renew for successive 12 month renewal terms, unless either Party provides the other Party with written notice of its intent not to renew the applicable Order Form at least 30 days before the end of the initial or any renewal term. IHS reserves the right to terminate any Product if IHS no longer has the necessary right from any third party to license or distribute the Product.

2.4 Delivery of Products is deemed to occur and risk of loss passes upon delivery or when IHS provides access codes to Client that allow Client to access or to take immediate possession of Product.

3. OWNERSHIP OF INTELLECTUAL PROPERTY.

3.1 IHS or its third party providers owns all IHS Property, and Client owns all Client Information. Client may provide suggestions/feedback which IHS may use without any obligation to Client so long as such suggestions/feedback do not include Client Information.

3.2 Neither Party will remove any copyright, trademark, or other proprietary notices of the other Party or any third party on any materials received from the other Party and each Party will reproduce all such notices on all copies of such materials.

4. CONFIDENTIAL INFORMATION.

Where either party ("Discloser") provides the other ("Recipient") with Confidential Information, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorised/ provided in the Agreement without the prior written consent of the other. Confidential Information shall not include information: (i) which is or becomes public knowledge other than by a breach of this clause, (ii) that is required to be disclosed by any applicable law or by any recognized stock exchange, (iii) that is obtained from a third party without breach of an obligation of confidentiality and (iv) information which can be shown to have been independently developed by the parties by means other than through its access to the Confidential Information. Upon any expiration or termination of this Agreement or Order Form, Recipient promptly will return to Discloser or destroy all Discloser Confidential Information that it has in its possession or control related to the Agreement or Order Form as applicable.

5. INDEMNIFICATION.

5.1 By IHS.

5.1.1 Except as otherwise specifically set forth in an Order Form, IHS will indemnify, defend, and hold harmless Client for any damages (and related attorney's fees) awarded by a court in favor of any third party alleging that Products infringe or misappropriate any third party intellectual property rights, including any patent, copyright, trademark, or trade secret, in the country(s) of Client's locations as licensed under an Order Form ("Infringement Claim").

5.1.2 IHS will have no liability under this Section 5.1 for any Infringement Claim arising from: (a) failure to use Products in accordance with the Agreement, (b) the modification of a Product not specifically authorized in writing by IHS; (c) the combination of a Product with any third party software, equipment, or information not specified in the Documentation; (d) the use of a version of a Product other than the then-current version, if the infringement would have been avoided by use of the then-current version; or (e) compliance with designs, plans, or specifications furnished by or on behalf of the Client.

5.1.3 If Products are held or are believed by IHS to infringe, IHS may choose, at its sole expense, (a) to modify the Products so that they are non-infringing; (b) to replace the Products with non-infringing Products that are functionally equivalent; (c) to obtain a license for Client to continue to use the Products; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the Order Form for the infringing Products and refund Fees paid for such infringing Product(s); in case of provision of subscription Products, prorated from the date of the Infringement Claim. This Section 5.1.3 states the entire liability of IHS and Client's sole and exclusive remedy for any infringement of third party proprietary rights of any kind.

5.2 By Client.

5.2.1 Client will indemnify, defend and hold harmless IHS for any third party claim (and related attorney's fees): (a) alleging that Client Information used by IHS in accordance with the terms and conditions of the Agreement infringes or misappropriates any third party intellectual property rights including any patent, copyright, trademark, or trade secret; or (b) based on Client's breach of any term or condition of this

Agreement. If Client Information is held or is reasonably believed by IHS to infringe, IHS will cease using such Client Information and will not be liable to Client for any breach or failure to perform under the Agreement for which the Client Information was provided.

5.3 Mutual Indemnification: Each Party will indemnify, defend, and hold the other Party harmless from any claim, demands, liabilities, suits, or expenses of any kind for personal injury or damage to tangible property to the extent arising from its negligence or willful misconduct on either party's premises.

5.4 Indemnification Procedure. The indemnification obligations of each Party under this Section 5, are contingent upon the indemnified Party providing to the indemnifying Party: (a) prompt written notice of the alleged claim; (b) sole control of the defense or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the indemnifying Party's expense. If the indemnified Party chooses to be represented by counsel, it will be at the indemnified Party's sole cost and expense.

6. LIMITATION OF LIABILITY.

6.1 NEITHER IHS, ITS THIRD PARTY PROVIDERS, NOR THE CLIENT WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY, INCLUDING: (a) ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, SAVINGS, OR BUSINESS; (b) LOSS OF DATA OR INFORMATION; (c) LOSS OF GOOD WILL, REPUTATION, OR SIMILAR LOSSES; OR (d) BUSINESS INTERRUPTIONS ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY USE OF OR INABILITY TO USE PRODUCTS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

6.2 Except for each party's indemnification obligations under Section(s) 5.1 or 5.2, the maximum liability of IHS, its third party providers, and/or the Client to the other Party for all claims under this Agreement, in warranty, contract, tort, or otherwise, will not exceed: in the case of Products, the Fees paid by Client in the prior 12 months for the defective Products that are the subject of the claim.

6.3 The limitations of liability in this Section 6. will not apply to the liability of either Party for: (a) damages related to death or personal injury arising out of the gross negligence or willful misconduct of the other Party; (b) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the other Party; or (c) to claims or loss(es) based upon breaches of a Party's License/Authorized Use or intellectual property rights by the other Party.

7. TERM AND TERMINATION.

7.1 This Agreement will have an initial term that runs for 3 years from the Effective Date, except for One-Time Licenses where the term of the Product and this Agreement will be set forth in the applicable Order Form. Upon expiration of the initial term, this Agreement, except as it relates to One-Time Licenses, will automatically renew for additional one-year terms unless either Party gives written notice to the other Party of its election to terminate at least 90 days before the end of the initial term or any renewal term. **The term of a Product license will be set forth in the applicable Order Form.**

7.2 Either Party may terminate this Agreement, or licenses granted under an Order Form if: (a) the other Party commits a breach of any material term or condition of this Agreement and does not cure such breach within 30 days of written notice; or (b) the other Party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or the other Party is adjudged bankrupt.

7.3 Any termination does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for unaffected Products. Upon the termination of this Agreement, or any Order Form; all Fees and Expenses owed by Client through the date of termination automatically and immediately become due and payable.

7.4 Upon any expiration or other termination of an Order Form, all licenses granted under same immediately will terminate. All terms and

conditions of the Agreement will continue to apply to any Order Forms that have not been so terminated.

7.5 Effect of Term or Termination. Unless otherwise provided in the Agreement, Client may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Client represents and warrants that upon any expiration or termination of this Agreement or an Order Form, as applicable, Client immediately will: (x) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (y) destroy any items relating to Products (including but not limited to data, software, and Documentation) and purge any Product data from all electronic media; and (z) upon request from IHS provide written certification to IHS that Client has complied with this paragraph.

8. ANTI-CORRUPTION AND EXPORT CONTROL.

Both parties shall (i) comply with all applicable laws of the United States and other jurisdictions relating to anti-corruption and agree not to perform, offer, give and receive bribes or corrupt actions in relation to the procurement or performance of this Agreement and (ii) comply with all applicable export laws and regulations of the United States and other relevant local export laws as they apply to the Products/Deliverables provided by IHS under this Agreement. Failure to Comply with all applicable anti-corruption or export laws will be deemed a material breach of the Agreement.

9. U.S. GOVERNMENT USE.

The following is a notice to Client as well as to any potential third party recipients of the Products: The Products provided hereunder: (a) were developed at private expense and are IHS proprietary information; (b) were not developed with government funds; (c) are an IHS trade secret for purposes of the Freedom of Information Act; and (d) are commercial items as defined in FAR 2.101. Any Products, used by, for, or on behalf of the U.S. Government are provided with LIMITED RIGHTS. Any software or tools embedded in Products used by or on behalf of the U.S. Government is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FARS 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is IHS.

10. MISCELLANEOUS.

10.1 General. These terms and conditions together with the applicable Order Form sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements or communications, written or oral, of the parties with respect to the subject matter hereof. A modification of this Agreement will only be valid if executed by both parties. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations hereunder except for payment for any Fees if such delay or failure result from events, circumstances or causes beyond its reasonable control. Client may assign the rights and obligations under the Agreement to any third party (whether directly or indirectly, by operation of law or otherwise) only with the prior written consent of IHS. IHS may subcontract any or all of its obligations under this Agreement to subcontractors of its choosing. Client agrees that IHS affiliates are not deemed subcontractors for purposes of this section This Agreement is binding on the Parties, their successors, and assigns. The Agreement will be construed under the laws of the State of New York each Party hereby submits to the exclusive jurisdiction of New York courts. The Parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. If any provision of the Agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect. All notices required under the terms and conditions must be in writing and delivered by commercially established courier service, facsimile with written confirmation of delivery; email with written confirmation of delivery, or via certified mail, return receipt requested, to the addresses specified in the Order Form. Any legal notices must also be copied to "Attention: IHS Legal Department, General Counsel." Any cause of action arising under this Agreement shall be asserted within two (2) years of the date upon which such cause of action accrued, or the date upon which the complaining party

should have reasonably discovered the existence of such cause of action, whichever is later. No failure or delay by either Party to exercise any right they may have operates as a waiver of their rights at any future time. The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the Parties. The terms and conditions of the Agreement will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate. No term of the Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to the Agreement.

10.2 Publicity. IHS may use Client's name and logo in compiling a list of IHS' Clients. Any additional publicity concerning a Party will require the other Party's prior written consent.

10.3 Execution. Each person executing the Order Form on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver the Order Form. Each Party consents to the other Party's use of electronic signatures on the Order Form. Neither party may object to the legal effect or enforceability, as a result of such electronic signature, which will be considered to be an original binding signature.

EXHIBIT FOR DATA PRODUCTS

1. LICENSE TYPES AND DEFINITIONS

1.1 "Authorized User(s)" means employees of Client, end user customers of Client (in the event Client is an authorized reseller of the Product), and those Client contractors who must access a Product solely to help Client use the Product for its licensed purpose. Client assumes full liability and responsibility for the acts and omissions of its Authorized Users and will take all reasonable steps to ensure that no unauthorized persons shall have access to the Product.

1.2 "Enterprise-Wide License" means a type of license that unless otherwise specified in the Order Form, grants Client the right to allow an unlimited number of Authorized Users to access the Product throughout Client's locations. An Enterprise-Wide License does not include Client affiliates, unless the Order Form specifically extends the Enterprise-Wide License to Client affiliates.

1.3 "One-Time License" means a type of license that allows Client to access a single delivery (in any format offered by IHS) of a Product and is not based on an ongoing subscription.

1.4 "Site License" means a type of license that only allows Client to access the Product from the location(s) listed in the Order Form. Proxy or community access from locations not listed in the Order Form is strictly prohibited.

1.5 "User License" means a type of license that only allows the number of Authorized Users specified in the Order Form to access the Product.

1.6 "Internal Use" means that Authorized Users may use the Product only for Client's internal business purposes. Except as otherwise specified on an Order Form, Products are not licensed for external use.

2. AUTHORIZED USE

2.1 License Grant. IHS grants to Client, and Client hereby accepts, a license that is limited, nonexclusive, nontransferable, and revocable (solely to extent provided in Section 7, of the Agreement). Client may use the Product in the specified media and accompanying Documentation (if any), for its Internal Use only. The Order Form will specify information relevant to the license grant, including: (a) the license type (e.g. Enterprise-Wide, Site, or User), (b) the license term (e.g. perpetual/One-Time or term/subscription), and (c) the Product(s) being licensed. Unless otherwise specified in the Order Form, Client may only use the Product on a **one-time use only** basis for Client's marketing program. Client will not convert or use the Product to create a parallel database or produce statistical reports, except for count reports produced in relation to the use of the Product for marketing purposes as authorized herein. Client will not use the Product in any application involving individual look-ups of people. The Product will not be used to: (a) determine credit worthiness or eligibility for credit, employment, or insurance; or (b) engage in unfair or deceptive practices.

2.2 Right to Sublicense. If Client is a reseller of marketing lists, Client has the right to sub-license the Product to its end user customer(s) ("End Users"), provided that Client takes reasonable steps to ensure that its End Users abide by the use restrictions in this Agreement relating to the Product. Any use restrictions in this Agreement referencing Client shall also apply to End Users.

2.3 Copying and Distribution. *Except as specifically authorized in the applicable Order Form,* Client may not copy, distribute, publish, republish, scan, transfer, sell, license, lease, give, permanently retain, decompile, reverse engineer, or otherwise reproduce, disclose or make available to others, or create derivative works from the Product or any portion thereof. Client may make a reasonable number of copies of the Product and any Documentation, provided all such copies will be subject

to the terms and conditions of the Agreement and include all legends, copyright and other proprietary notices that appear on the original.

2.4 Protection of IHS Intellectual Property. Client agrees to take commercially reasonable actions on a day to day basis to assist IHS in the protection of its and its third party provider's intellectual property.

2.5 Solicitations; Ad Copy. Any solicitation and ad copy used in connection with the Product; (a) shall be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation and the source of the recipient's name and address; and (b) shall not contain any portion of the Product other than that which is necessary to effect the marketing to the intended recipient. IHS may immediately terminate the Agreement if Client breaches this Section. Client shall retain or cause End User(s) to retain at least two (2) copies of each mail piece and/or telemarketing script which is used in conjunction with the Product for a minimum period of 12 months after the applicable mail drop date or telemarketing script use. Upon a request from IHS to Client within such 12-month period, Client shall promptly deliver to IHS the requested mail piece or telemarketing script copies.

2.6 Compliance. Client's use of the Product shall comply with: (i) the Direct Marketing Association's Ethical Guidelines; and (ii) all federal, state and local laws, statutes, rules, and regulations, including but not limited to all applicable Federal Trade Commission regulations and/or opinions.

3. WARRANTIES.

3.1 IHS Data Products. Any Product provided by IHS under this Exhibit is provided "AS IS." Product(s) are compiled from materials furnished to or obtained by IHS from outside sources. IHS does not warrant the completeness or accuracy of the information, that Client's use of Product(s) will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy Client's requirements.

3.2 Disclaimer. IHS AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CLIENT ASSUMES ALL RISK IN USING THE RESULTS OF PRODUCT(S).

4. AUDIT.

Upon reasonable notice by IHS to Client, and not more than once annually (unless prior violations have been discovered), during the term of this Agreement and 1 year thereafter, IHS may audit relevant records (e.g. records related to Client's use of Products) at Client's location during normal business hours to enable IHS to ensure Client's compliance with the Agreement.

5. SECURITY MEASURES.

5.1 IHS reserves the right to employ security measures to monitor usage of the Products to ensure Client's compliance with the Agreement so long as these security measures are not prohibited by law. Any attempt to circumvent such access restrictions or IHS security measures will be considered a material breach of this Exhibit.

5.2 For certain Products, IHS will issue to Client a password to access the Products, which Client acknowledges is only for Client's and its Authorized Users' use and may not be shared with anyone else. Client is solely responsible for all use, authorized or unauthorized, of Products (including use by Authorized Users). Client must notify IHS immediately of any unauthorized use of Products and/or passwords.

6. PRODUCT SPECIFIC TERMS.

The following provisions only apply in the event Client obtains in the Order Form the particular Product referenced below.

6.1 Telephone Numbers. In the event Client engages in telemarketing using telephone numbers provided in a Product, Client agrees that: (1) it will comply with all laws, rules, and regulations governing telephone solicitation; (2) it will honor a recipient's request to be deleted from future telephone solicitations; (3) it will only use telephone numbers provided to make live telephone calls completed without the use of any automated or random-dialing technology; (4) it will not call to receive telephone solicitations; and (5) it will complete all applicable state and federal registrations necessary in order to access the appropriate "Do Not Call" lists prior to making any telephone calls.

6.2 Data Append. In the event Client provides Client Information to obtain appended data in a Product, Client grants IHS a nontransferable, nonexclusive, limited license to use the Client Information for the sole purpose as described in the Order Form, and for no other purpose. Client represents and warrants the following relating to the Client Information: (1) it has been lawfully collected and compiled for the intended use; (2) Client is the owner of such Client Information and has the full right and authority to deliver the Client Information to IHS; (3) the intended use of the Client Information shall not violate any applicable privacy policy or terms of service or the privacy rights of any consumer in the Client Information and shall only be used for the internal marketing purposes of Client.

6.3 Email Deployment. In the event emails are provided in a Product, Client acknowledges that the law requires e-mail marketers to maintain an accurate and current list of individuals who opt out of receiving commercial email (a "DNE List") and that to ensure that the marketing campaign is not sent to any individuals who have opted out of receiving commercial e-mail from Client, Client will provide IHS with Client's DNE List no later than 3 days prior to each campaign transmission. In the event that Client does not provide IHS with its DNE List, IHS will not provide email deployment services for Client and Client represents and warrants that it has performed the opt-out suppression of any Product to be used in Client's deployment of email campaigns. Client will indemnify, defend and hold harmless IHS for any third party claim (and related attorney's fees) arising from or in connection with the content of Client's website or commercial email. Client will comply with any reasonable requirements of IHS or IHS's third party email providers relating to the email deployment that are made known to Client in writing.

6.4 Digital Advertising. In the event Client uses the Product for digital advertising purposes, Client will only use the Product for digital targeted advertising for Client's own use as more specifically detailed on the Order Form and will comply with the Digital Advertising Alliance's self-regulatory principles for online behavioral advertising.

6.5 Commercial Lists. In the event Client receives a Product that contains records supplied by Dun & Bradstreet ("D&B"), Client shall also abide by the following D&B end user terms. Client will be the end user of the Product. D&B does not guarantee that the Product meets the requirements of any applicable local, state, federal or international law, rule or regulation related to the usage of contact information, including, but not limited to, wireless suppression lists, telemarketing laws and "Do Not Call" lists. D&B and its third party providers will not be liable for any loss or injury arising out of or caused by D&B's negligent acts or omissions in providing the Product. The maximum liability of D&B and, its third party providers to the Client is the greater of the Fees paid by Client in the prior 12 months for the Products that are the subject of the claim or \$5,000. D&B is a third party beneficiary to the Agreement for the portion of the Product containing D&B data.

End of Agreement